



CITY OF ST. LOUIS

OFFICE OF THE MAYOR

FY2022

REQUEST FOR PROPOSALS (RFP) FOR LOBBYING SERVICES

Release Date: October 13, 2021
Due Date: November 2, 2021, 4:00 pm



**OFFICE OF THE MAYOR
REQUEST FOR PROPOSALS**

The City of St. Louis, Office of the Mayor is requesting proposals from qualified respondents for lobbying services.

Beginning October 13, 2021 RFP packets will be available for pick-up at the Office of the Mayor and at the following website:

<https://www.stlouis-mo.gov/government/procurement/>

**Informational Bidder's Conference will be held via Zoom on
October 27, 2021, 2:00pm**

Those that want to participate in the Zoom Webinar can email Sara Baker at bakerssa@stlouis-mo.gov to be added to the Calendar Invite with Webinar link or attend the meeting via this Zoom Access:

Join from a PC, Mac, iPad, iPhone or Android device:

Please click this URL to join. <https://us02web.zoom.us/j/82761313419>

Description: Informational Bidder's Conference- Lobbying RFP

Or One tap mobile:

+13017158592,,82761313419# US (Washington DC)

+13126266799,,82761313419# US (Chicago)

Or join by phone:

Dial(for higher quality, dial a number based on your current location):

US: +1 301 715 8592 or +1 312 626 6799 or +1 646 558 8656 or +1 253 215 8782 or +1 346 248 7799 or +1 669 900 9128

Webinar ID: 827 6131 3419

Questions Regarding the RFP:

- Sara Baker is the dedicated contact person. No contact with any other committee member is permitted.
- Questions should be submitted in writing on or before October 27, 2021 and should be referred to:

**Sara Baker, Deputy Chief of Staff
City of St. Louis Mayor's Office
bakersa@stlouis-mo.gov**

- Answers to submitted questions will be provided in writing.
- The Office of the Mayor shall maintain a list of all entities requesting copies of the RFP and shall ensure that copies of all questions and responses thereto be made available to each entity on such list.

To be considered by the Selection Committee proposals must be received by 4:00 p.m. November 2, 2021. All applicants must provide five (5) copies of their proposal at the time of submission (please no staples). Incomplete proposals or those received after the due date and time may be rejected. Funding for this program is subject to appropriations from federal agencies and by the City of St. Louis.

TOTAL FUNDS AVAILABLE

		Source: Fund 1010 Center 1200000 Account 5668000
1	State Lobbying	\$ 99,996
	Total	\$ 99,996

METHOD OF COMPENSATION

Payments will be made monthly and are dependent upon complete, accurate, and timely submissions of invoices/reporting documents or records. Disbursements shall be made by checks through the Office of the Comptroller.

The City issues check payments to recipients once the complete, accurate and timely billing packet is fully processed.

DESCRIPTION AND SCOPE OF WORK

For one year, the selected proponent shall provide the following services:

1. Establish and maintain a working relationship with state-level government agencies, officials and elected representatives and their staffs on behalf of City.
2. Represent City in negotiations with state-level agencies, officials and elected representatives and their staff regarding proposed legislation or desired funding as outlined by the Mayor of the City of St. Louis or her designee.
3. Arrange with City for testimony at committee hearings, or submission of written comments, to promote the legislative package or funding goals of City, or to respond to proposed legislation directly impacting such package or goals, and assist in the preparation of same.
4. Assist City in the preparation of proposals for funding.
5. Consult with the Mayor of the City of St. Louis and designated staff members regarding the development of a legislative package and state funding goals and development of a strategy maximizing the prospects for passage of such legislation and achievement of such goals.
6. Monitor all state legislation impacting the City.

7. At the request of City, conduct research into legislation, state and federal programs, sources of funding and other topics related to the interests of City.
8. Provide regular verbal or written reports of legislation affecting City and/or detailing consultant's activities on behalf of City as specified by the Mayor of the City of St. Louis or her designee.
9. Register or maintain registration, maintain all records and file all reports, as required of applicant pursuant to federal, state and local laws. Maintain good standing with the Missouri Ethics Commission.
10. At the request of City, make presentations summarizing the results of consultant's activities on City's behalf during each such term.
11. Other assignments as directed and requested in writing by the Mayor of the City of St. Louis.

PROPOSAL REVIEW & SELECTION PROCESS

PSA Committee: In accordance with Ordinance 64102 and the Rules and Procedures for Professional Service Agreements promulgated pursuant to the same and approved by the Board of Public Service of the City of St. Louis, professional service selections shall comply with these procedures, including the use of a Selection Committee.

The Professional Services Selection committee shall be composed of the following: the Director of the department, division or agency seeking the professional service or the designee of the Director, who shall act as chairperson; one member of said department's, division's or agency's staff selected by said Director, one member selected by the Mayor; one member selected by the Comptroller; and one member selected by the President of the Board of Aldermen.

The City will evaluate all proposals in a three-phase process:

1. The first phase will involve a review of the proposals by the Mayor's Office for conformance to the submission requirements and a determination of whether the proposals meet the minimum criteria established in this RFP.
2. The second phase will involve the evaluation of the proposal's merits by each City Selection Committee member independently.
3. The final phase will be a review of the proposals and recommendations by the Selection Committee. During this phase, and at its discretion, the PSA committee may conduct interviews/ presentations with applicants and provide applicants the opportunity to clarify their proposals and advise the City of any additional factors that may be relevant to their decision.

Each member of the Selection Committee shall vote to select applicants to perform the services requested in the RFP. If presentations have been made, the Selection Committee shall defer the selection vote until after presentations are complete.

After the PSA Committee's review process and decision-making meeting, the Office of the Mayor will provide written notification to all applicants regarding selections. This communication will further discuss the process for awarding contracts.

SELECTION CONSIDERATIONS

In addition to the proposal requirements established in Exhibit B, and as per the City of St. Louis rules and procedures, the Selection Committee, in deciding to select a contractor to provide state lobbying services, shall consider:

- The applicant's ability to adequately describe and address requirements set out in the RFP.
- Specialized experience, qualification and technical competence of the agency, its principals, project manager, and key staff.
- Ability of the agency to provide innovative solutions.
- Approach to the project and any unusual problems anticipated.
- The capacity and capability of the agency to perform the work with the time limitations and address emergency needs.
- Past record and performance of the agency with respect to compliance, cost control, and quality of work.
- Proximity of the agency to the City.
- M/WBE and/or DBE participation
- Ability of the agency to meet statutory or ordinance requirements.
- Other items that arise as the result of the proposal or interview.
- The ability to track legislation and provide clear updates
- Maintain positive relationships with government officials in St. Louis and at the state level.

RFP TERMS & CONDITIONS

1. The City reserves the right to reject any proposal submitted; to select one or more respondents; to void this RFP and the review process and/or terminate negotiations at any time; to select separate respondents for various components of the scope of services; to select final team members from among the proposals received in response to this RFP. Additionally, any and all RFP project elements, requirements and schedules are subject to change and modification. City also reserves the unqualified right to modify, suspend, or terminate at its sole discretion any and all aspects of this RFP process, to obtain further information from any and all respondents, and to waive any defects as to form or content of the RFP or any responses by any agency. Respondents may be asked to make one or more presentations and participate in interviews.
2. This RFP does not commit the City to award a contract, to defray any costs incurred in the preparation of a response to this request, or to procure or contract for services. All submitted RFPs become the property of the City as public records. All proposals may be subject to public review, on request, unless exempted as discussed elsewhere in this RFP.
3. By accepting this RFP and/or submitting a proposal in response thereto, each proponent agrees for itself, its successors and assigns, to hold the City and all of their various agents, commissioners, directors, consultants, attorneys, officers and employees harmless from and against any and all claims and demands of whatever nature or type, which any such proponent, its representatives, agents, contractors, successors or assigns may have against any of them as a result of issuing this RFP, revising this RFP, conducting the selection process and subsequent negotiations, making a final recommendation, selecting a proponent or negotiating or executing an agreement incorporating the commitments of the selected proponent.
4. Proposals shall be open and valid for a period of 60 days from the date of their submission to the City.
5. All materials submitted in accordance with this RFP will become and remain the property of the City and will not be returned. All proposals will be considered public records, pursuant to the City's understanding and interpretation of the laws of the State of Missouri. All proposal material may be treated as open records. The City cannot guarantee confidentiality of any materials. Thus, proposals and communications exchanged in response to this RFP should be assumed to be subject to public disclosure.
6. The proposed activities within an applicant's proposal must meet the funding priority and eligible components as stated within the RFP.

7. Applicant must have registered in the System for Award Management (<https://www.sam.gov/SAM/>) before a contract can be awarded and are strongly encouraged to start the registration process on www.SAM.gov as soon as possible.
8. Applicant must be current with IRS Form 990 filings (when applicable) or be under an automatic or approved extension.
9. Applicant must have completed all required federal audits (if applicable).
10. Applicant must be current on filings of all federal, state, or local taxes.
11. Applicant must be in good standing with the State of Missouri and City of St. Louis (**Please note applicants must have a current business license or be deemed exempt by the License Collector's Office**). See: <https://www.stlouis-mo.gov/government/departments/license/business-license-info/> and <https://www.stlouis-mo.gov/government/departments/license/business-license-info/Graduated-Business-License-Process.cfm>
12. Applicant's proposed activities must not take place in a building not approved for occupancy by the City of St. Louis. See: <https://www.stlouis-mo.gov/government/departments/public-safety/building/permits/occupancy-permits/commercial-occupancy-permits.cfm>
13. Applicant must not be on the federal Excluded Parties List (debarred). See: <https://www.dol.gov/agencies/ofccp/debarred-list>

CONTRACT OBLIGATIONS SUBJECT TO APPROPRIATION

The award and performance of any contract or agreement that results from this RFP is subject to appropriation of funds for such purposes by the City, including re-appropriations for each fiscal period. The City reserves the right to not appropriate funds in any fiscal period to make the payments required under any agreement or contract. In the event funds are not appropriated in any fiscal period for the purposes of making payments as required, any agreement or contract for which the payments are not appropriated shall terminate without penalty or expense to the City whatsoever.

EARNINGS TAX REQUIREMENTS

Every contract for services executed on behalf of the City shall require certification from the Collector of Revenue dated not more than thirty (30) working days prior to the execution of the contract stating that the contractor has paid all City earnings taxes due as of the date of the certification and has filed all returns of earnings tax and payroll expense tax required to be filed as of the date of the certification and from the License Collector that the contractor has a current business license, if applicable. Any contract for services executed without such certifications shall be void and of no force or effect.

Every contract for services executed on behalf of the City shall reflect a deduction of the earnings tax at the rate of one per cent on the amount of each payment, subject to subsequent adjustment or refund when the subject earnings tax return is filed.

RECORDKEEPING AND AUDIT REQUIREMENTS

Any contract or agreement awarded pursuant to this RFP shall include the following term:

Contractor shall provide the City monthly written programmatic updates in the manner prescribed by the Office of the Mayor. Contractor shall maintain adequate records to establish that the funds provided herein are expended on eligible costs. All records and documentation shall be made available to the City and/or authorized agents to the extent necessary to adequately permit evaluation and verification of Contractor's full compliance with contract documents. In those situations where Contractor's records have been generated from computerized data or records, in addition to hard copy (reports), Contractor shall provide such information on disk or in a suitable alternative electronic format.

Financial records, supporting documentation, statistical records, and all other records pertinent to this contract's activities shall be retained by Contractor for a period of at least five (5) years from the date of final payment under this contract and for any longer period, if any, required by local, state or federal agencies. Contractor shall maintain such records and accounts, including property, personnel and financial records, as are deemed necessary to assure a proper accounting of all contract funds. Upon request by the City, Contractor shall allow the City to monitor the services provided by Contractor through site visits during normal business hours. Contractor shall make all records available for inspection by representatives of the City during normal business hours.

The City reserves the right to audit Contractor's accounts relating to the contract at any time. Any questioned costs that may arise as a result of any audit can only be resolved in one of the following ways:

- A. Introduction of the appropriate documentation.
- B. Resolution of the questioned cost by Contractor in a manner that is satisfactory to the City.
- C. Repayment of questioned costs to the City.

PROHIBITION OF LIMITED LIABILITY CLAUSES

The City will not accept any contract awarded following this RFP that includes a limitation of liability clause. Limitations of liability clauses include, but shall not be limited to:

- Monetary caps on the amount a vendor or contractor will pay to the City under any circumstances.
- Limits on categories of risks or liabilities for which a vendor or contractor will compensate the City.
- Limits on or disclaimers of certain damages.
- Limits on when the City can bring a breach of contract or breach of warranty claim.
- Limits on when the City can bring a tort claim.

PUBLIC RECORDS LAW

Any Contractor awarded this contract acknowledges that the City is a "public governmental body" under and subject to the State of Missouri's Sunshine Law (the "Act"), Revised Statute of Missouri § 610.010 et seq. The City will not give prior notice of receipt of a request under the Act for any record that has been provided to it by Contractor, nor of any record disclosed pursuant to the Act. Nothing in any awarded contract shall supersede, modify, or diminish in any respect whatsoever any of the City's rights, obligations, and exceptions under the Act, nor will the City be held liable for any disclosure of records, including information that City determines in its sole discretion is a public record subject to disclosure under the Act.

MISSOURI UNAUTHORIZED ALIENS LAW

Requirements: Respondents are hereby advised that any Agreement that will be executed with a successful respondent pursuant to this RFP is subject to sections 285.525 through 285.555 of the Revised Statutes of Missouri, as amended (the "Missouri Unauthorized Aliens Act"). As a condition to the award of any such agreement, the successful respondent shall, pursuant to the applicable provisions of the Missouri Unauthorized Aliens Law, by affidavit and provision of documentation, affirm its enrollment and participation in a federal work authorization program with respect to the employees working in connection with the agreement. The successful respondent shall also affirm in said affidavit that it does not knowingly employ any person who is an unauthorized alien in connection with the Agreement pursuant to the Missouri Unauthorized Aliens Law.

Information regarding the Missouri Unauthorized Aliens Law is available on the Missouri Attorney General's web site at <https://ago.mo.gov/criminal-division/public-safety/unauthorized-alien-workers>. Information regarding E-Verify can be found on U.S. Citizenship and Immigration Services' web site at <https://everify.uscis.gov/enroll>.

LIVING WAGE AND SERVICE CONTRACT PREVAILING WAGE

Applicants are hereby advised that this RFP may be subject to the St. Louis Living Wage Ordinance (Ordinance No. 65597, codified at Chapter 3.99 of the Revised City Code of St. Louis (2020)) and associated Regulations. Applicants hereby agree that if a contract awarded pursuant to this RFP is subject to Chapter 3.99, they shall comply with the following measures:

- A. Minimum Compensation: Contractor hereby agrees to pay an initial hourly wage to each employee performing services related to any contract awarded under this RFP in an amount no less than the amount stated on the Living Wage Bulletin attached hereto as Exhibit C. The initial rate shall be adjusted each year no later than April 1, and Contractor hereby agrees to adjust the initial hourly rate to the adjusted rate specified in the Bulletin at the time the Bulletin is issued and posted at <http://www.flystl.com/business/business-diversity-development-1/living-wage>.
- B. Notification: If awarded a contract under this RFP, Contractor shall provide the Living Wage Bulletin to all employees, together with a Notice of Coverage, in English, Spanish, and other languages spoken by a significant number of the Contractor's employees, and within thirty (30) days of contract execution for existing employees, and within thirty (30) days of employment for new employees.
- C. Posting: If awarded a contract under this RFP, Contractor shall post the Living Wage Bulletin, together with a "Notice of Coverage" in English, Spanish, and other languages spoken by a significant number of the Contractor's employees, in a prominent place in a communal area of each worksite covered by the contract awarded under this RFP.
- D. Subcontractors-Service Contracts: If awarded a contract under this RFP, Contractor hereby agrees to require subcontractors to comply with the requirements of the Living Wage Regulations, and hereby agrees to be responsible for the compliance of such subcontractors. Contractor shall include these Living Wage Compliance Provisions in any contract with such subcontractors.
- E. Term of Compliance – Service Contracts: If awarded a contract under this RFP, Contractor hereby agrees to comply with these Living Wage Compliance Provisions for as long as work related to such contract is being performed by Contractor's employees, and to submit the reports in the form of the document located at <https://www.flystl.com/uploads/documents/living-wage/Annual-Report-Form-For-Current-Contractors.pdf> for each calendar year or portion thereof during which such work is performed.
- F. Reporting: Contractor shall provide the Annual Reports and attachments required by the Ordinance and the Regulations.
- G. Penalties: Contractor acknowledges and agrees that failure to comply with any provision of the Ordinance and/or providing false information may result in the imposition of penalties specified in the Ordinance, which penalties may include, without limitation, per order of the City Compliance Official, the following:
 - i. Suspension and/or termination of the RFP, contract, subcontract, lease, concession agreement, or financial assistance agreement by the City;
 - ii. Forfeiture and repayment of any or all of the financial assistance awarded by the City of St. Louis;
 - iii. Barring the Contractor from eligibility for future City contracts and/or financial assistance until all ordered relief has been made or paid in full;
 - iv. Liquidated damages payable to the City of St. Louis in the amount of \$500 for each week, or part thereof, that an employee has not been provided wages and benefits in accordance with the Living Wage Ordinance. Each weekly violation shall constitute a separate violation of the Ordinance and must be demonstrated separately.

A successful Applicant's failure to comply with contract provisions related to the Living Wage Ordinance may result in termination of the contract and the imposition of additional penalties as set forth in the Ordinance and Regulations.

Applicants are also hereby advised that the City of St. Louis presently has in force a Service Contract Prevailing Wage Ordinance (Ord. 62124). Pursuant to Ordinance 62124, Successful Contractor(s) will provide the minimum prevailing wage and the minimum prevailing fringe benefits for all positions listed on the Secretary of the Department of Labor's wage and fringe benefits determination, <https://sam.gov/wage-determination/2015-5075/18>, and abide by the terms of

Ordinance No. 62124, codified at Chapter 6.20 of the Revised Code of the City of St. Louis (2020), as applicable. If Successful Contractor(s) subcontract any services for which they are obligated under this RFP or a contract awarded under this RFP, they shall provide in any applicable service subcontract: (1) provisions specifying the minimum prevailing wage and the minimum prevailing fringe benefits to be paid to the subcontractor's service employees and (2) a representation by the subcontractor to abide by the terms of this chapter and to pay and provide to all service employees said minimum prevailing wage and minimum prevailing fringe benefits as noted in the service subcontract.

MISSOURI STATUTE - ISRAEL ENGAGEMENT ACTIVITY

Requirements: Respondents are hereby advised that any Agreement that will be executed with a successful respondent pursuant to this RFP is subject to [Certification under Revised Statutes of Missouri Section 34.600](https://revisor.mo.gov/main/OneSection.aspx?section=34.600). If a contract or grant exceeds \$100,000 in value, and Subrecipient has 10 or more employees, then as a condition for the award of a contract or grant, Subrecipient, shall, pursuant to the provisions of Section 34.600 of the Revised Statutes of Missouri 2000, as amended, by sworn affidavit affirm and certify that Subrecipient is not currently engaged in and shall not, for the duration of the contract, engage in a boycott of goods or services from the State of Israel; companies doing business in or with Israel or authorized by, licensed by, or organized under the laws of the state of Israel; or persons or entities doing business in the state of Israel. <https://revisor.mo.gov/main/OneSection.aspx?section=34.600>

INSURANCE REQUIREMENTS

Any Contractor awarded this contract shall procure and maintain General Liability Coverage, Automobile/Motor Liability Coverage (including non-owned and hired vehicle coverage), and Worker's Compensation Insurance, and no coverage amounts listed shall be construed to limit the liability of the Contractor. The Contractor awarded this contract shall provide a Certificate of Insurance to the City of St. Louis prior to the execution of this contract, with "The City of St. Louis" listed as an Additional Insured to the policy. Certificates attesting to the coverage and naming the City of St. Louis as additional insured shall be mailed to:

Office of the Mayor
1200 Market St # 200
St. Louis, MO 63103

The Contractor's Insurance provider shall be authorized to transact business in the State of Missouri and registered with the Missouri Department of Insurance – Financial Institutions & Professional Registration. Such Insurance company must have a financial strength of "A-" or better and a financial class size IV or greater as indicated in A.M. Best's Key Rating Guide. (<http://www.ambest.com/home/default.aspx>).

Such liability insurance coverage must also extend to damage, destruction and injury to City owned or leased property and City personnel, and caused by or resulting from work, acts, operations, or omissions of Consultant, its officers, agents, employees, Consultants, subcontractors, licensees, invitees, representatives, and independent Consultants and, contractual liability insurance sufficient to cover Consultant's indemnity obligations hereunder. The City will have no liability for any premiums charged for such coverage, and the inclusion of the City as an Additional Insured is not intended to, and does not make the City a partner or joint-venture with Consultant in its operations hereunder. Each such insurance policy must, by endorsement, provide primary coverage to the City when any policy issued to the City provides duplicate or similar coverage and, in such circumstances, the City's policy will be excess over Consultant's policy.

INDEMNIFICATION

The Contractor is, and at all time through the RFP and contract administration processes shall be and remain an independent contractor.

Any Contractor awarded a contract pursuant to this RFP shall protect, defend, and hold the City, and its Board of Alderman, and its officers, employees, and agents completely harmless from and against all liabilities, losses, suits, claims, judgments, and fines or demands arising by reason of injury or death of any person or damage to any property, including all reasonable costs for investigation and defense thereof (including but not limited to attorneys' fees, court

costs, and expert fees), of any nature whatsoever arising out of or incident to this Agreement and the use or occupancy of the City' s premises and the acts or omissions of Contractor's officers, agents, employees, consultants, subcontractors, licensees, invitees, or independent consultants regardless of where the injury, death, or damage may occur, unless and to the extent such injury, death or damage is caused by the negligence of the City. The Contractor will also use counsel reasonably acceptable to the City Counselor of the City, or his/her designee, in carrying out its obligations hereunder. No alderman, director, commissioner, board member, officer, employee or other agent of the City of St. Louis shall be personally liable under or in connection with this Agreement. The Provisions of this section survive the expiration or early termination of this Agreement.

TERMINATION RIGHTS

Any contract awarded may be terminated by the City for convenience and without cause upon thirty (30) calendar days written notice delivered to Contractor, in which event Contractor shall be paid for all work performed up until the date of termination.

Any contract awarded may be terminated by either party for cause upon ten (10) calendar days written notice delivered to the other should the other party fail substantially to perform in accordance with the Agreement's material terms. The non-performing party may use this ten (10) day notice period as an opportunity to cure any failure to substantially perform. If the Contractor abandons this contract, it shall indemnify the City against any loss caused by said abandonment.

ATTACHED EXHIBITS

Exhibit A: Proposal Cover Sheet

Exhibit B: Proposal Narrative & Attachments Guidance

Exhibit C: Living Wage Ordinance and Bulletin

Exhibit D: MBE/WBE Participation

**City of St. Louis – Office of the Mayor****2021 REQUEST FOR PROPOSALS (RFP)
PROPOSAL COVER SHEET**

Organization Name:			
Project Name:			
Project Address:			
Executive Director Name:			
Executive Director Email:			
Executive Director Telephone #			
Organization Address			
Organization Telephone			
Organization Fax #			
Organization Website			
		Tax ID or EIN:	
Contact Person & Title			
Contact's Email			
Contact's Telephone #			

Amount Requested: \$_____

Requested amount reflects ____% of the total program/project budget \$_____

Requested amount reflects ____% of the total agency's budget \$_____

Does the organization have offices in the City of St. Louis? Yes ☐ ☐Does or will the organization have staff in the City of St. Louis providing services? Yes No ☐ ☐

PROPOSAL NARRATIVE & ATTACHMENTS GUIDANCE

In addition to submitting the *Proposal Cover Sheets* the applicant will need to provide detailed narrative for each of the following questions. The Narrative page should list each question in bold font, and then list the response. Number the questions/responses.

These questions will be evaluated for funding decisions.

- 1. Scope of Work/Project Description:** Provide a comprehensive project description. Include embraced best-practices and objectives.
- 2. Experience and Knowledge:** Explain what experience and knowledge you bring to your project.
- 3. Staffing and Qualifications:** Include an organizational chart of staff involved in the project. Please provide a BRIEF job description for all staff working within the project.
- 4. Outcomes:** Explain what outcomes the project proposes to meet.
- 5. Communication and Reporting:** State in this section how the applicant will ensure communication with the Office of Mayor regarding billings should occur monthly. What staff person(s) will be involved in this part of the project? The City will require weekly reporting on the number of applications, acceptance and denial data, application processing time.
- 6. Project Timeline:** The City will be under strict reporting guidelines for these funds. It's critical to understand when your proposed project will start up and be at capacity. Please provide a timeline stating these types of activities: hiring staff, start-up, renovation start and completion. The timeline should demonstrate the ability to have a plan for spending down all funds while serving persons in an appropriate timeframe and manner.
- 7. Budget and Spending Capacity:** In addition to briefly explaining the budget put forth, explain the agency's ability to provide solid fiscal accountability to the project.
- 8. MWBE and/or DBE:** Provide evidence and a statement if the applicant is involved with Minority and Women Business Enterprises (MWBE) and/or Disadvantaged Business Enterprise (DBE) participation pursuant to Ordinance #70767 and Executive Order 28, as filed with the City of St. Louis. This may not be applicable to all applicants.

All proposals submitted to must include the following items:

<u>Project Proposal Narrative:</u> (not to exceed 5 pages)	<u>Required attachments:</u> (not included in page limit)
Project Cover Sheet (1 pages)	<ul style="list-style-type: none"> ● Detailed Project/Program Budget ● Federal Form 990 ● Recent A133 or the most recent audit ● Recent Income Statement ● Balance Sheet for the last three years ● The recent statement of Cash Flows ● MWBE and/or DBE documentation
Narrative which answers the questions posed within the RFP. Narrative questions should be answered on blank paper, where each question is listed, bolded, and response directly follows the question.	

ALL DOCUMENTS MUST BE INCLUDED TO BE CONSIDERED FOR FUNDING.

Proposals must be submitted to the below address by 4:00 p.m November 2, 2021. All applicants must provide five (5) copies of their proposal at the time of submission (please no staples). Incomplete proposals or those received after the due date and time may be rejected. Proposals shall be submitted to this address: **Office of the Mayor, 1200 Market St # 200, St. Louis, MO 63103 ATTN: Sara Baker.**

ST. LOUIS LIVING WAGE ORDINANCE

LIVING WAGE COMPLIANCE PROVISIONS: This contract [agreement] is subject to the St. Louis Living Wage Ordinance 65597 and the Regulations associated therewith, copies of which are attached hereto and incorporated herein by this reference. The Ordinance and Regulations require the following compliance measures, and Contractor hereby agrees to comply with these measures:

1. **Minimum Compensation:** Contractor hereby agrees to pay an initial hourly wage to each employee performing services related to this contract [agreement] in an amount no less than the amount stated on the attached Living Wage Bulletin. The initial rate shall be adjusted each year no later than April 1, and Contractor hereby agrees to adjust the initial hourly rate to the adjusted rate specified in the Bulletin at the time the Bulletin is issued.
2. **Notification:** Contractor shall provide the Living Wage Bulletin to all employees, together with a “Notice of Coverage”, in English, Spanish, and other languages spoken by a significant number of the Contractor’s employees within thirty (30) days of contract execution for existing employees and within thirty (30) days of employment for new employees.
3. **Posting:** Contractor shall post the Living Wage Bulletin, together with a “Notice of Coverage”, in English, Spanish, and other languages spoken by a significant number of the Contractor’s employees, in a prominent place in a communal area of each worksite covered by the Contract.
4. **Subcontractors—Service Contracts:** Contractor hereby agrees to require Subcontractors, as defined in the Regulations, to comply with the requirements of the Living Wage Regulations, and hereby agrees to be responsible for the compliance of such Subcontractors. Contractor shall include these Living Wage Compliance Provisions in any contract with such Subcontractors.]
5. **Term of Compliance—Service Contracts:** Contractor hereby agrees to comply with these Living Wage Compliance Provisions and with the Regulations for as long as work related to this contract is being performed by Contractor’s employees, and to submit the reports required by the Regulations for each calendar year or portion thereof during which such work is performed.]
6. **Reporting:** Contractor shall provide the Annual Reports and attachments required by the Ordinance and Regulations.
7. **Penalties:** Contractor acknowledges and agrees that failure to comply with any provision of the Ordinance and/or Regulations and/or providing false information may result in the imposition of penalties specified in the Ordinance and/or Regulations, which penalties, as provided in the Ordinance and Regulations, may include, without limitation, per order of the City Compliance Official, the following:
 - Suspension and/or termination of the contract, subcontract, lease, concession agreement or financial assistance agreement by the City.
 - Forfeiture and repayment of any or all of the financial assistance awarded by the City of St. Louis.
 - Barring the Contractor or CFAR from eligibility for future City contracts and/or financial assistance until all ordered relief has been made or paid in full.
 - Liquidated damages payable to the City of St. Louis in the amount of \$500 for each week, or part thereof, that an employee has not been provided wages and benefits in accordance with the Living Wage Ordinance. Each weekly violation shall constitute a separate violation of the Ordinance and must be demonstrated separately.

ST. LOUIS LIVING WAGE ORDINANCE
LIVING WAGE ADJUSTMENT BULLETIN

NOTICE OF ST. LOUIS LIVING WAGE RATES
EFFECTIVE APRIL 1, 2021

In accordance with Ordinance No. 65597, the St. Louis Living Wage Ordinance (“Ordinance”) and the Regulations associated therewith, the City Compliance Official for the City of St. Louis has determined that the following living wage rates are now in effect for employees of covered contracts:

- 1) Where health benefits as defined in the Ordinance are provided to the employee, the living wage rate is **\$13.73** per hour (130% of the federal poverty level income guideline for a family of three); and
- 2) Where health benefits as defined in the Ordinance are **not** provided to the employee, the living wage rate is **\$18.27** per hour (130% of the federal poverty level income guideline for a family of three, plus fringe benefit rates as defined in the Ordinance).
- 3) Wages required under Chapter 6.20 of the Revised Code of the City of St. Louis: **\$4.54** per hour.

These rates are based upon federal poverty level income guidelines as defined in the Ordinance and these rates are effective as of **April 1, 2021**. These rates will be further adjusted periodically when the federal poverty level income guideline is adjusted by the U.S. Department of Health and Human Services or pursuant to Chapter 6.20 of the Revised Code of the City of St. Louis.

The Ordinance applies to employers who are covered by the Ordinance as defined in the Ordinance, where the contract or grant is entered into or renewed after the effective date of the Ordinance, which is November 3, 2002. A copy of the Ordinance may be viewed online at <http://www.flystl.com/bdd> or obtained from:

City Compliance Official
c/o St. Louis Airport Authority
St. Louis, MO 63145
(314) 426-8111



**NOTICE TO EMPLOYEES CITY OF ST. LOUIS
LIVING WAGE ORDINANCE**

This employer is a contractor with the City of St. Louis. This contract is subject to the Living Wage Ordinance (LWO) Number 65597 established by the Board of Alderman. If you are an employee performing any service under this contract, you must be paid a "Living Wage."

THESE ARE YOUR RIGHTS...

Living wage

If you are an employee performing services under a City contract, you must be paid not less than the living wage rate of \$13.73 per hour plus at least \$4.54 per hour for health benefits or \$18.27 per hour without health benefits.

Retaliation

You cannot be transferred, demoted or terminated for reporting violations of the Living Wage Program. All acts of retaliation can be reported to the Office of Certification and Compliance by calling the Living Wage Hotline.

You may Report Living Wage Violations to:

City Department Administering this Contract/DLWL

City Department Phone Number

OR

**OFFICE OF DBE PROGRAMS-CERTIFICATION AND COMPLIANCE
LIVING WAGE HOTLINE (314) 890-1809**

MINORITY BUSINESS ENTERPRISE AND WOMEN BUSINESS ENTERPRISE (MBE/WBE) PARTICIPATION

It is the policy of the City of St. Louis to ensure maximum utilization of minority and women's business enterprises in contracting and the provision of goods and services to the City, its Departments, agencies and authorized representative and to all entities receiving City funds or city-administered government funds while at the same time maintaining the quality of goods and services provided to the City and its sub-recipients through the competitive bidding process. The provision of this policy shall apply to all contracts awarded by the City, its Departments and agencies and to all recipients of City funds or City-administered government funds and shall be liberally construed for the accomplishments of its policies and purposes.

1. Definitions: As used in this requirement, "Minority Business Enterprise" or "MBE" and "Women Business Enterprise" or "WBE" are defined as follows:
 - a. "Minority Business Enterprise" or "MBE" means a small business concern as defined in Small Business Act, 15 U.S. C., as amended that is 51 percent owned by a minority or, in the case of a corporation, at least 51 percent of the stock of which is owned by one or more individuals who are minorities; and whose management and daily business operation are conducted by one or more individuals who are Asian American, African American, Hispanic American or Native American and located in the St. Louis Metropolitan Area.
 - b. "Women Business Enterprise" or "WBE" means a small business concern as defined in the Small Business Act, 15 U.S.C., as amended that is 51 percent of the stock of which is owned by one or more women; and whose management and daily business operations are controlled by one or more individuals that are women.
2. Goal: A goal of 25% MBE and 5% WBE utilization has been established in connection with this contract. This goal is based on the original contract amount and remains in effect throughout the term of this Agreement. If an award of this contract is made and the MBE/WBE participation is less than the contract goal, the Respondent shall continue good faith efforts throughout the term of this contract to increase MBE/WBE participation and to meet the contract goals.
3. Obligation: The Respondent agrees to take all reasonable steps necessary to ensure that MBEs/WBEs have a maximum opportunity to participate in contracts and subcontracts financed by or through the City provided under this Agreement. The Respondent shall not discriminate on the basis of race, color, national origin, or sex in the award or in the performance of contracts financed by or through the City.
4. Eligibility: Respondent should contact the City of St. Louis DBE Program Office to obtain a list of eligible MBEs/WBEs and to determine the eligibility of the MBE/WBE firms it intends to utilize in this contract.
5. Counting MBE/WBE Participation Toward Goals: MBE/WBE participation toward the attainment of the goal will be credited on the basis of the total subcontract prices agreed to between the Respondents and subcontractors for the contract items being sublet as reflected on the MBE/WBE Utilization Plan.
6. Post Award Compliance: If the contract is awarded on less than full MBE/WBE goal participation, such award will not relieve the Respondent of the responsibility to continue good faith efforts to maximize participation of MBE's/WBE's during the term of the contract.
7. Substitution of MBE/WBE Firms After Award: The Respondent shall conform to the scheduled amount of MBE/WBE participation. When a listed MBE/WBE is unwilling or unable to perform the items of work or supply the goods or services specified in the MBE/WBE Utilization Plan,

the Respondent shall immediately notify the City of St. Louis DBE office prior to replacement of the firm.

8. Good Faith Efforts: When the MBE/WBE goal cannot be met, the Respondent shall document and submit justification utilizing the form titled “Contractor’s Good Faith Efforts Report” and provide a statement as to why the goal could not be met.

9. Award Procedure and Documentation: The Respondent is required to submit with its bid the following information to demonstrate the Respondent’s intended participation by MBEs/WBEs or to demonstrate that good faith efforts have been made to attain the MBE/WBE goal. The information to be furnished shall consist of:

- a. The names and addresses of the MBE/WBE firms to be used on the contract.
- b. A list of bid items of work to be performed or goods and services provided by the MBE/WBE or “The Contractor’s Good Faith Efforts” Report and a statement as to why the goal could not be met.

10. Record Keeping Requirements: The Respondent shall keep such records (copies of subcontracts, paid invoices, documentation of correspondence) as are necessary for the City to determine compliance with the MBE/WBE obligations. The City reserves the right to investigate, monitor and/or review actions, statements and documents submitted by any Respondent or subcontractors.

11. Reporting Requirements: The Respondent shall submit quarterly reports on MBE/WBE involvement to the City. Actual payments to MBEs/WBEs will be verified. These reports will be required until all DBE subcontracting activity is complete or the MBE/WBE goal has been achieved.

12. Applicability of Provisions to MBE/WBE Respondents: These provisions are applicable to all Respondents including MBE/WBE Respondents. A bid submitted by a MBE/WBE Respondent shall be presumed to have met the prescribed goal. If the MBE/WBE Respondent intends to sublet any portion of the contract, the MBE/WBE Respondent shall comply with provisions regarding Respondent and subcontractors’ relationships.

Minority/Women Business Enterprise Compliance Program

City of St. Louis
CONTRACTOR'S GOOD FAITH EFFORT REPORT

Contracting Agency: _____

Project Name: _____

Prime Contractor: _____

To be filled out at the completion of the project if the M/WBE goals have not been met. In addition to the M/WBE listed and proposed for utilization on this project, the following M/WBE were contacted, regarding this project. The prime contractor is unable to utilize these firms for the reasons listed below:

Contact, Firm Name Address, City, State, Zip Phone	BID Item(s) Solicited	BID Amounts	Date & Method of Solicitation	Reasons Rejected

DO NOT Include M/WBE's already proposed for utilization. Complete this form in its entirety.

General/Prime Contractor's Authorized Signature _____ Print Name _____ Date _____

Minority/Women Business Enterprise Compliance Program

City of St. Louis
CONTRACTOR'S GOOD FAITH EFFORT STATEMENT

In accordance with the Mayor's Executive Order #28, as amended, by EO#47, indicate those efforts you made regarding the utilization of M/WBE's on this contract. If the Utilization Plan does not demonstrate achievement of the M/WBE goals, the M/WBE Program Office will review the efforts made by the contractor.

GOOD FAITH EFFORTS:	YES	NO
Held a pre-bid conference on this project		
Broke subcontractors down into discrete items or packages that at least some of the M/WBE's in the relevant areas may find economically feasible to perform.		
Solicited at least 2 weeks prior to the bid opening date to allow M/WBE's sufficient time to prepare bids/proposals and respond to the solicitation.		
Took all necessary and reasonable steps to achieve the M/WBE goals; including personal frequent and persistent contact with potential M/WBE's and personal contact with the M/WBE Office to identify prospective M/WBE's for the work. Promptly returned all calls, faxes and e-mails that were received from interested M/WBE's.		
Provided M/WBE's with technical assistance and adequate information about plans, specifications and requirements of the project in a timely manner to assist M/WBE's in responding to the solicitation.		
Negotiated fairly with interested M/WBE's.		
Fairly and thoroughly evaluated the capabilities of particular M/WBE's before accepting or rejecting their bids or proposals.		
Made an effort to assist interested M/WBE's in obtaining bonding, lines of credit or insurance as required by the bid or contract documents.		
Advertised in general circulation media, trade association publications, M/WBE focused media. (If yes, attach ad)		
Assign a senior official the responsibility of serving as liaison between the firm and M/WBE's in the relevant area.		
Provided a legitimate and non-discriminatory written reason to any M/WBE contractor determined unsuccessful for a portion of the work at least one week after final selections were made.		
Our company maintains a written policy stating that it affirmatively supports subcontracting to M/WBE's (If so, attach policy)		

Firm Name

Prime Contractor's Authorized Signature

Print Name

Date

